State of Alabama, } This agreement, made on this 16th day
County of Shelby. } of Nov. 1915, between A. B. Weldon of
the County of Shelby, State of Alabama of the first part,
hereinafter called the tenant, and E. T. Land, Receiver
for Atlanta, Birmingham & Atlantic Railroad Company,
of the second part, hereinafter called the Company.
Witnesseth: That whereas said tenant desires, with the
permission of the Company, to occupy a portion of
the right-of-way or land of the Company in Chelsea,
Shelby County, Alabama, for Store purposes, more
particularly described as follows:
Beginning on the South side of, thirty-four (34) ft. from,
measured at right angles to the center line of the Com-
pany's main track, at a point eight hundred (800)
ft., more or less, West of mile post # D.-413; thence
South away from and at right angles to the said
center line, one hundred and sixteen (116) ft. to a
point on the Company's South right-of-way line;
thence Westerly on and along said right-of-way
line, sixty-five (65) feet, more or less, to a point;
thence North to and at right angles to the

center line of main track, one hundred and sixteen (116) ft. to a point; thence Easterly, thirty-four (34) ft. from and parallel to the said center line, sixty (60) ft. to the point of beginning File A-208 ✱ 5.
the location of which is more fully shown by the annexed plat, which is made a part of this paper; and

Whereas, The tenant is not desirous of affecting in any manner the right of the Company to the full and undisturbed possession of the premises, nor the interfering in any way with any of the rights of the Company relative thereto; and

Whereas, The Company has consented to license, for the time being, the tenant to occupy the premises as aforesaid;

Now Therefore, in consideration of the premises and license aforesaid, the tenant hereby covenants and agrees with the Company, its successors and assigns, as follows:

First: That the tenant will save and hold harmless the Company, its successors and assigns, from all damage, injury or liability that may arise from the destruction or injury of any building, improvement, or personal property of any description, including contents of such building, belonging to tenant or other parties, by fire or from any other cause whatever, whether the same should be attributable to the negligence of the employees of said Company or not, and that the tenant will save and hold harmless the Company from any and all damages to persons or property which may be caused by any defect in any building or structure which may be occupied or erected by the tenant.

Second: That the tenant will save and hold harmless the Company, its successors and assigns, from all damage to person that may partly or wholly arise from or be traceable to the occupancy of said premises by the tenant or any other person, whether such damage be caused by the negligence of the Company's employees, or from any cause whatever.

Third: That the tenant does not now, or will he set up title to said property against the Company, its successors or assigns, but will hold the same

only as tenant-at-will, subject to the notice hereinafter specified.
Fourth: That the tenant covenants and agrees, in consideration of the permission and license aforesaid, to surrender the said premises to the Company, its successors or assigns, and remove all obstructions, buildings or improvements therefrom upon receiving sixty days notice from the Company, its successors or assigns, and that this contract and the possessory interest of the tenant in and to said premises shall terminate upon the expiration of said period named. Said notice may be given to any person in possession of the premises, or, at the option of the Company, to the tenant by mail, postage prepaid and addressed to the place of residence of the tenant herein stated.
Fifth: That in case of failure to deliver said possession and remove said obstructions, the Company, its successors or assigns, shall have the right upon the expiration of the period above named, or at any time thereafter, to enter upon and take possession of the premises without further notice; and all buildings, improvements, structures and personal property then remaining thereon shall be, and become the absolute property of the Company, without any accountability to the tenant or any other person.
Sixth: The tenant will pay the expense of recording this instrument and any future agreements with reference to the premises.
Seventh: The word "tenant" when used herein, shall include the party of the first part, his heirs, executors, administrators, any person who may enter upon said above described premises as his or their successors, or licensee or assignee; transfer or assignment of this agreement by the tenant, can not be made by the tenant without the written consent of the Company.
Eighth: That the tenant will paint the said
with paint of the standard color of the Company

and will keep the same so painted, and in good repair at all times during the life of this agreement; and moreover, will prevent the posting of circus or other advertising bills or signs upon the said , except the usual business sign of the tenant.

Ninth: That the Tenant will pay an Annual Rental of Fifty ($50.00) Dollars payable in advance.

Approved
For Traffic Department.
J. L. Edwards -
Traffic Manager -

Approved
C. E. Thaus -
Superintendent

Signed, Sealed and Delivered for
The Company, in the presence of:
E. J. Colbert
John T. Peckard
Notary Public Fulton County Ga
my commission expires Jan - 28 - 1918

E. T. Lamb, Receiver for
Atlanta, Birmingham & Atlantic R. R. Co.
By T. J. Bragg -
Assistant General Manager.
A. B. Weldon

Signed, Sealed and Delivered by
the Tenant, in the presence of:
J. C. Harper.

State of Alabama, } I, J. C. Harper a Justice of the Peace
County of Shelby } in and for said County in said
State, hereby certify that A. B. Weldon whose name
is signed to the foregoing lease, and who is known
to me, acknowledged before me on this day that
being informed of the contents of said lease he executed
the same voluntarily on the day the same bears date.
Given under my hand and seal this the 13th day of November 1915

J. C. Harper,
my commission expires Nov-21-1916 Justice of the Peace -

The State of Alabama, } I hereby certify that the within
Shelby County. } agreement was filed in this
office for record Dec-15-1915 at 11 o' clock A. M. and
recorded in Deed Record 58 pages 94-97 and examined.

A P Laughlin
Judge of Probate -

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.E. $\frac{1}{4}$ of
19S. R1W.
unty Alabama

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Mile Post 413+1235'

Seed House 25x30

M.P. D.413+1040'

M.P. D.413+825'

M.P. D.413+795'

M.P. D.413+715'

800'± To M.P. 413

50'

1

Δ 43° 12'
D = 12° 00'

DEPOT

150

215'

132'

Road

5

15

5+00 P.T.

Δ=18°00'

20 P.T.

P.C. 0+40

60'

116'

65'±

Leased to
C.W. Chesser
For Loading Ground

80'

Leased To

Saw Mill a